

Dubuque County Sheriff's Office Draft Sheriff's Office 20122003
 PUBLIC EMPLOYMENT
 RELATIONS BOARD
 MAY 19 AM 10:29

BEFORE THE IOWA PUBLIC EMPLOYMENT RELATIONS BOARD

| | | |
|--------------------------------|---|------------------------------------|
| In the Matter of |) | |
| Factfinding between |) | |
| |) | |
| DUBUQUE COUNTY, |) | |
| |) | Marvin Hill, Jr. |
| Employer |) | Factfinder |
| |) | |
| and |) | |
| |) | |
| DUBUQUE COUNTY SHERIFFS |) | Hearing date: May 12, 20003 |
| ASSOCIATION, |) | Dubuque, Iowa |
| Union. |) | |
| _____ |) | |

APPEARANCES

FOR THE UNION: Stephen Juergens, Esq., Fuereste, Carew, Coyle, Jergens & Sudmeier, P.C., 151 West 8th Street, 200 Security Building, Dubuque, IA 52001-6832.

FOR THE COUNTY: Jan Hess, Administrative Assistant, Personnel Director, Dubuque County, Court House, Dubuque, IA 52001.

I. BACKGROUND, FACTS, AND STATEMENT OF JURISDICTION

Dubuque County is located on the western banks of the Mississippi River in northeastern Iowa. It has a population of approximately 90,000, based on the 2000 census. There are 21 cities in the county and 17 townships. The largest city is Dubuque with a population of 57,686. The county government is headquartered in a refurbished courthouse. Average per capita income in 1999

was \$26,385, a 2.2 percent increase from 1998.

Currently, the largest employer in the county is John Deere Dubuque Works. Other large employers include the Dubuque Community Schools, Mercy and Finley Hospitals, Cigna Retirement Benefits, and Medical Associates Clinics and Health Plans.

Dubuque County government employs 460 people and its services include health care and environmental services through the County Health Department and through Sunnycrest Manor, a geriatric nursing home for the developmentally disabled and a residential facility for the chronically mentally ill; an extensive system of parks, a county library, services to indigent veterans and other indigent persons, an array of services of the mentally ill and developmentally disabled, and extensive system of secondary roads and bridges and zoning.

Personnel policies and arrangements for determining pay levels for the county are varied. Elected officials and their administrative deputies' salary levels are determined through the Iowa Compensation Board process. A board consisting of citizens selected by the various elected officials makes recommendations for salary increases for elected officials each year. At the county budget hearing, the Board of Supervisors may either accept the recommendation or roll it back by an equal percentage for each office. Because administrative deputies receive a percentage of the salary of the appropriate elected official, the process affects 30 elected officials and deputies.

Dubuque County has five collective bargaining units, ranging from the eleven full-time Assistant County Attorneys, to the 169-employee AFSCME unit at Sunnycrest Manor. There are two teamster units, one representing the secondary road department with 48 employees, and another the courthouse and clerical, with 54 employees.

The Dubuque County Sheriffs' Association presented initial proposals at an open meeting of the Board of Supervisors on October 21, 2002. The County responded and presented initial proposals and proposed ground rules for the negotiations on November 4, 2002. Subsequent bargaining sessions occurred on November 14, November 126, November 27, December 19, 2002, and January 15, January 28, January 31, February 4 and February 28, 2002.

At the meeting of February 28th, the parties determined an impasse had been reached, principally about wage issues, and that mediation would not resolve the outstanding issues. On March 3, 2003, the parties mutually agreed to waive mediation and request a list of factfinders from PERB. On March 25th the parties selected the undersigned to serve as factfinder. A hearing was conducted on May 12, 2003, at the Holiday Inn, Dubuque, Iowa. The parties appeared through their representatives and entered exhibits and testimony. The hearing was closed that same day. Marianne Gustavson, CSR, made a stenographic record of the proceeding. Pursuant to PERB rules, that record will be sent to the Iowa PERB for retention for five years.

II. ISSUES FOR RESOLUTION

Five issues remain open for resolution:

1. Article 10 -- Workers' Compensation

Section C. The issue is the method of payment during time off for a workers' compensation injury.

The Association has proposed the County pay 100% of the regular rate of pay and seek reimbursement from the workers' compensation carrier, with no loss of sick time.

The County's position is retention of current contract language, following an opinion of the County Attorney, in which employees receive payment directly from the county's workers' compensation carrier and have the option of receiving a check from the County for the balance of his or her pay, taken from the employee's sick leave bank.

2. Article 19 -- Sick Leave

Section B. The Association proposes that sick leave accumulation be unlimited.

The County is proposing to limit sick leave accumulation to a maximum of 1,1000 hours, as stated in the current contract.

Section J. The Association is proposing that accumulated sick leave be paid out in insurance premiums at the employee's hourly rate upon his or her retirement.

The County is proposing that 150 hours of sick leave be paid to the employee upon retirement.

3. Article 26 -- Vacation

Section A The Association is proposing four (4) weeks of vacation after 10 (10) years. The current collective bargaining agreement provides for four (4) weeks after 12 years.

The Association is proposing six (6) weeks of vacation after 25 years. Current vacation schedule ends at five (5) weeks after 20 years.

The County's position is current contract language, which is four (4) weeks after 12 years. Maximum vacation is five (5) weeks after twenty (20) years.

4. Article 29 – Wage Plan

Section A The Association proposes an across-the-board eight (8.0) percent increase for each of the next three fiscal years for all classifications in the bargaining unit.

The County is proposing 3.5% for FY 2004, 3.5% for FY 2005 and 3.25% for FY 2006.

Section C The Association is proposing that advancement on the step schedule occur at six-month intervals rather than at one year intervals.

The County is proposing current contract language, at one year intervals.

Section D The Association is proposing permanent part-time employees advance to Step 2 after one continuous year of service and remain at that step.

The County is proposing current contract language, which requires permanent part-time employees to remain at Step 1.

Section E The Association is proposing language that assures six-month intervals on the step schedule after a promotion.

The County proposes current contract language which provides for advancement every year.

Section F The Association is proposing a change in the longevity schedule, as follows:

| | |
|----------|----------|
| 5 years | 500.00 |
| 10 years | 1,000.00 |
| 15 years | 1,500.00 |
| 20 years | 2,000.00 |
| 30 years | 3,000.00 |

The County is proposing the current longevity schedule, which provides as follows:

| | |
|----------|--------|
| 12 years | 500.00 |
| 15 years | 700.00 |
| 20 years | 900.00 |

Section G The Association is proposing an increase in the shift differential to \$.50/hour for second- and third-shift workers.

The County is proposing current contract language, which provides for a \$.30 shift differential.

5. Proposed New Article 39 – Educational Reimbursement

Section A The Association proposes that the County reimburse employees taking college-level courses in law enforcement 75% of the cost of tuition, book, and any other materials.

Section B This section includes classes required as prerequisites for a criminal justice program.

Section C This section requires a "C" average, and sets a maximum for each employee of \$2,500 per year.

The County proposes the current language, which does not include an educational reimbursement.

III. ANALYSIS AND DISCUSSION

A. The Statute

The Iowa Code does not outline the criteria upon which a factfinder is to rely in drafting recommendations. However, Section 2.22 (9) (Binding Arbitration) lists the following criteria for interest arbitrators to apply:

9. The panel of Arbitrators shall consider, in addition to any other relevant factors, the following factors:

a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations

It is acknowledged by all interested parties, as well as the Iowa PERB, that the above criteria should be applied by a factfinder when making a recommendation for a successor collective bargaining agreement.

* * * *

**B. Background: Focus of the Interest Neutral in Formulation
Recommendations and/or Interest Awards**

What should be the focus of the interest neutral when formulating a fact-finding or arbitration award? Should the award reflect the evidence record facts or should it reflect the position the parties would have reached had they been permitted to engage in economic warfare? Likewise, where fact-finding is mandated, should the fact-finder issue recommendations that will settle the dispute (i.e., a recommendation that both sides can live with and avoid arbitration) or, alternatively, should recommendations be drafted based only on the hard facts (assuming, of course, that there are hard facts to be found)?

Where both parties have come to the bargaining and arbitration table with extreme positions, one arbitrator found that the proper focus is to formulate an award based on "a position which both parties would have come to had they been able to reach an agreement themselves."¹ In another case, the arbitrator rejected the fact-finder's "recommendations based on compromise in an attempt to gain the parties' support for an intermediate solution."² In the arbitrator's words, "this is a legitimate

¹ *County of Blue Earth v. Law Enforcement Labor Serv., Inc.*, 90 LA 718, 719 (1988) (Rutrick, Arb.); see also 60 *City of Clinton v. Clinton Firefighters Ass'n, Local 9*, 72 LA 190 (1979) (Winton, Arb.) (the fact-finder declared "consideration was given to what the parties might have agreed to if negotiations had continued to a conclusion. In the final analysis, however, the Fact Finder must recommend what he considers to be RIGHT in this City at this time. . . ." *Id.* at 196.).

² *City of Blaine v. Minnesota Teamsters Union, Local 320*, 70 LA 549, 557 (1988) (Perretti, Arb.).

strategy for a Fact Finder, but not for an Arbitrator."³ R. Theodore Clark of Seyfarth Shaw has argued that the interest arbitrator should not award more than the employees would have been able to obtain if they had the right to strike and management had the right to take a strike.⁴

Arbitrators and advocates are unsure whether the object of the entire interest process is simply to achieve a decision rather than a strike, as is sometimes the case in grievance arbitration, or whether interest arbitration is really like mediation-arbitration, where, as noted by one practitioner, "what you do is to identify the range of expectations so that you will come up with a settlement that both sides can live with and where neither side is shocked at the result."⁵ **While I do not advocate that interest neutrals issue decisions that surprise both parties (i.e., decisions outside the "range of expectations" or "outliers"), there is something to be said for attempting to determine whether the parties would have found themselves with the strike weapon at their disposal.** At times this would favor a large union and at other times the employer. **The job of an interest neutral, however, is not to equalize bargaining power, or to do "what is right" but, rather, to render an award applying the statutory criteria.** At the same time, if the process is to work, **"it must not yield substantially different results than could be obtained by the parties through bargaining."**⁶ In this regard Arbitrator Harvey Nathan, in a 1988 arbitration under the Illinois statute, outlined the better view of an arbitrator's function as follows:

[I]nterest arbitration is essentially a conservative process. While, obviously, value judgments are inherent, the neutral cannot impose upon the parties contractual procedures he or she knows the parties themselves would never agree to. Nor is it the function to embark upon

³ *Id.*

⁴ R.T. Clark, Jr., Interest Arbitration: Can the Public Sector Afford It? Developing Limitations on the Process: II. A Management Perspective, in *Arbitration Issues for the 1980s*, Proceedings of the 34th Annual Meeting, National Academy of Arbitrators (J.L. Stern & B.D. Dennis, eds) 248, 256 (BNA Books, 1982). Clark referenced another commentator's suggestion that interest neutrals "must be able to suggest or order settlements of wage issues that would conform in some measure to what the situation would be had the parties been allowed the right to strike and the right to take the strike." *Id.*

See also *Des Moines Transit Co. v. Amalgamated Ass'n of Am., Div.*, 441, 38 LA 666 (1962) (Flagler, Arb.) "It is not necessary or even desirable that he approve what has taken place in the past but only that he understand the character of established practices and rigorously avoid giving to *either party* that which they could not have secured at the bargaining table." *Id.* at 671.

⁵ See, Berkowitz, *Arbitration of Public-Sector Interest Disputes: Economics, Politics and Equity: Discussion*, in *Arbitration-1976*, Proceedings of the 29th Annual Meeting, National Academy of Arbitrators (B.D. Dennis & G.C. Somers, etd) 159, 186 (BNA Books, 1976).

⁶ *Arizona Pub. Serv. Co. v. Int'l Bhd. of Elec. Workers, Local 387*, 63 LA 1189, 1196 (1974) (Platt, Arb.).

new ground and create some innovative procedural or benefit scheme which is unrelated to [the] parties' particular bargaining history. The arbitration award must be a natural extension of where the parties were at impasse. The award must flow from the peculiar circumstances these particular parties have developed for themselves. To do anything less would inhibit collective bargaining.⁷

C. Relevance of Internal vs. External Comparisons

Both parties have advanced arguments with respect to internal and external criteria. How significant is internal and external comparability as criteria in interest proceedings? In *Elk Grove Village & Metropolitan Alliance of Police (MAP)* (Goldstein, 1996), Arbitrator Elliott Goldstein noted that "the factor of internal comparability alone required selection of the Village's insurance proposal." Arbitrator Goldstein stressed that arbitrators have "uniformly recognized the need for uniformity in the administration of health insurance benefits." Similarly, in *Will County, Will County Sheriff & AFSCME Council 31* (Fleischli, 1996)(unpublished), Arbitrator George Fleischli observed that when an employer has established and maintained a consistent practice with regard to certain fringe benefits, such a health insurance, it "takes very compelling evidence" in the form of external comparisons to justify a deviation from that past practice.

While recognizing that comparisons are sometimes fraught with problems, and that one should not use comparisons as the single determinant in a dispute (the statute precludes this result), Arbitrator Carlton Snow nevertheless noted the value of relevant comparisons in *City of Harve v. International Association of Firefighters, Local 601*, 76 LA (BNA) 789 (1979), when he stated:

Comparisons with both other employees and other cities provide a dominant method for resolving wage disputes throughout the nation. As one writer observed, "the most powerful influence linking together separate wage bargains into an interdependent system is the force of equitable comparison." As Velben stated, "The aim of the individual is to obtain parity with those with whom he is accustomed to class himself." **Arbitrators have long used comparisons as a way of giving wage determinations some sense of rationality. Comparisons can provide a precision and objectivity that highlight the reasonableness or lack of it in a party's wage proposal.** *Id.* at 791 (citations omitted; emphasis mine).

Other considerations equal, I agree with those arbitrators who, with exceptions, find internal comparability equally or more compelling than external data.

⁷ *Will County Bd. and Sheriff of Will County v. AFSCME Council 31, Local 2961*, Illinois State Labor Relations Board, (Nathan, Chair., Aug. 17, 1988) (unpublished).

See generally, Hill, Sinicropi and Evenson, *Winning Arbitration Advocacy* (BNA Books, 1998)(Chapter 9)(discussing the focus of the interest neutral).

D. Comparative Bench-Mark Jurisdictions

Ten counties have served as the traditional comparison group for this bargaining unit. In rank order of population, they are as follows:

| <u>Rank</u> | <u>County Name</u> | <u>2000 Census</u> |
|-------------|--------------------|--------------------|
| 1 | Polk | 374,601 |
| 2. | Linn | 191,701 |
| 3 | Scott | 158,668 |
| 4 | Black Hawk | 128,012 |
| 5 | Johnson | 111,006 |
| 6 | Woodbury | 103,877 |
| 7 | Dubuque | 89,156 |
| 8 | Pottawattamie | 87,704 |
| 9 | Story | 79,881 |
| 10 | Clinton | 50,149 |

Board Ex. 11

As noted, Dubuque ranks 7th in population. Much of the Association's analysis and arguments point to the poor ranking of the Dubuque bargaining unit relative to these bench-marks. For purpose of this award I have adopted the parties' list of these comparables and make interest recommendations accordingly.

E. Substantive Issues

1. **Article 10 – Workers' Compensation**

As noted, the Association has proposed the County pay 100% of the regular rate of pay and seek reimbursement from the workers' compensation carrier, with no loss of sick time. The County's position is that current contract language be retained.

Currently, Article 10, Section C, requires employees on workers' compensation (injury-on-duty status) to take a pay cut. The only source of income would be workers' compensation, which is less than 100% of an employee's normal pay. The employee does not have the option of using part of his or her sick-time bank to make up the difference between their normal rate of pay and what he or she receives from workers' compensation. In the Union's view, the current policy results in a "penalty." The Union points out that its proposal is permissible under a July 5, 1988, Dubuque County Attorney's Opinion (holding that the Union's proposal is permissive under Iowa law).

Apparently, the only comparable county that has such a provision is Woodbury County which does allow workers' compensation benefits to be supplemented by other benefits. This, of course, favors the County's position.

Lacking internal and external comparability, the County advances the better case regarding the workers' compensation issue. While it is true that this bargaining unit will expose itself to dangers and situations unlike other county employees, especially on late shifts, still the absence of comparability requires a decision for management. Also, Ms. Hess' argument regarding incentives to return to work (in the case of an employee receiving full pay) is well-taken and must be considered.

For the above reasons, my recommendation is that the current language in the collective bargaining agreement not contain a provision as argued by the Union.

2. Article 19 -- Sick Leave

Section B The Association proposes that sick leave accumulation be unlimited. As outlined, the County is proposing to limit sick leave accumulation to a maximum of 1,100 hours, as stated in the current collective bargaining agreement.

Currently, five (5) counties in the relevant bench-mark group have more time allowed than the current limit of 1,100, with two (2) counties having no cap on sick time.

In this regard, the Union points out that if employees exhaust their sick-leave bank, they have no income or benefits. Further, there is no set time on how long an employee could be off on sick leave after their bank has been exhausted

Consistent with the external data, I recommend that the successor collective bargaining agreement provide for sick-leave accumulation up to 1,250 hours (short of what the Union wants but more comparable to the bench-marks), which would place Dubuque closer to Linn and Woodbury (with no cap) and Polk County (with 1,500 hours), but under Scott (1,680 hours). Clinton, with 1,200 hours, is just behind Dubuque. The Administration advances no compelling reason for not increasing the sick-leave cap, especially in a law enforcement profession.

Section J. The Association is proposing that accumulated sick leave be paid out in insurance premiums at the employee's hourly rate upon his or her retirement. The County is proposing that 150 hours of sick leave be paid to the employee upon retirement.

Most comparables contain a sick leave conversion benefit. Indeed, six out of the nine county comparison group have provisions for converting sick leave upon retirement for purpose of paying health insurance premiums. I recommend that the City's proposal be included in the collective bargaining agreement. While I credit the Association's argument that few employees make it to retirement with the County, the City's proposal is more in line with the comparables than the Association's benefit proposal.

3. Article 26 – Vacation

As indicated, the Association is proposing the following vacation schedule:

Article 26, Section A

| | |
|------------------------------|------------------|
| After 1 year of employment | 1 week vacation |
| After 2 years of employment | 2 weeks vacation |
| After 5 years employment | 3 weeks vacation |
| After 10 years of employment | 4 weeks vacation |
| After 20 years of employment | 5 weeks vacation |
| After 25 years of employment | 6 weeks vacation |

The current collective bargaining agreement reads as follows:

| | |
|------------------------------|------------------|
| After 1 year of employment | 1 week vacation |
| After 2 years of employment | 2 weeks vacation |
| After 5 years employment | 3 weeks vacation |
| After 12 years of employment | 4 weeks vacation |
| After 20 years of employment | 5 weeks vacation |

The County's position is current contract language, which is four (4) weeks after 12 years. Maximum vacation is five (5) weeks after twenty (20) years.

The Union submits that of the nine comparable counties, six have four weeks of vacation after 10 years. One county has four weeks of vacation after eight years, while two have four weeks after fifteen years. Six counties have five weeks at 20 years, one county has five weeks at 23 years. Two counties have not settled successor agreements as of the hearing date.

I recommend no change in the vacation schedule. Dubuque's position on this benefit is comparable to the bench-mark counties. Moreover, given my recommendation on other items, and applying the statutory criteria, a change is not warranted by the comparables.

4. Article 29 – Wage Plan

Section A The Association proposes an across-the-board eight (8.0) percent increase for each of the next three fiscal years.

The County is proposing 3.5% for FY 2004, 3.5% for FY 2005 and 3.25% for FY 2006.

* * *

There is no question that the bargaining unit is underpaid relative to the bench-mark comparables. Supporting this conclusion is the following table submitted by the Association:

Starting Wage Comparison – Deputy Sheriff - Top Ten Counties

| County | Starting Hourly Wage | Starting Annual Wage | County Rank By Size | County Rank By Size | Wage Increase 2003 |
|-----------------------|----------------------------|----------------------------|---------------------------|---------------------------|--------------------------|
| Polk | 20.43 | 42,499 | 1 | 1 | 4.0% |
| Linn | 16.93 | 42,214 | 2 | 3 | 3.5% |
| Scott | 17.11 | 35,558 | 3 | 2 | 3.5% |
| Black Hawk | 14.82 | 30,825 | 4 | 9 | 3.5%**** |
| Johnson | 15.49 | 32,219 | 5 | 8 | 3.5%**** |
| Dubuque | 16.61ξ – 14.69 | 28,308ξ – 30,555* | 7 | 10-10 | 8.0% |
| Pottawattamie | 15.85 | 32,968** | 8 | 7 | (not settled) |
| Story | 16.50 | 34,320 | 9 | 5/6 | 2.5% |
| Clinton | 16.82 | 34,986 | 10 | 4 | (not settled) |
| Dubuque (City) | 17.88 | 37,190 | | | 4.75% |

- ξ (current contract)
- ** A 3.0% raise for Pottawattamie would put them at \$45,337
- *** A 3.0% raise for Clinton will put them at \$40,041
- **** Pay increase of 1.75% in July and January, total of 3.5%

The Union correctly notes that an 8.0% raise will result in a rate of pay of \$20.20/hour, or \$42,182 annually (see chart, *infra*). This will still rank the bargaining unit below all of the top ten counties. A study of the Wage and Raise History of the Sheriff, his staff, deputies, and the Board of Supervisors, also supports the Union's argument for a greater than average wage.

A similar result is observed when an analysis is completed of the top pay levels:

**Top Pay Comparisons Top Ten Counties
Wages, Longevity, Shift Premium**

| County | Annual Wage | Longevity | Shift Premium | Total | Rank by total wage |
|-----------------|-------------|-----------|---------------|--------|--------------------|
| Polk | 52,438 | | 728 | 53,166 | 1 |
| Linn | 44,096 | 1,091 | 312 | 45,489 | 7 |
| Scott | 46,384 | | | 46,384 | 4 |
| Black Hawk | 43,388 | 1,020 | 832 | 45,240 | 8 |
| Johnson | 46,883 | 900 | | 47,783 | 2 |
| Woodbury | 44,200 | 1,456 | 1,040 | 46,696 | 3 |
| Dubuque (2) | 39,062 | 900 | 624 | 40,586 | 10 |
| Dubuque (3) | 42,182 | 2,000 | 1,040 | 45,222 | 9 |
| Pottawattamie** | 42,224 | 2,880 | 520 | 45,624 | 6 |
| Story | 44,636 | 1,102 | 520 | 46,258 | 5 |
| Clinton** | 38,875 | 1,456 | 520 | 40,851 | 10 |
| City of Dubuque | 43,264 | 2,065 | 728 | 46,057 | |

(2) Current Wage/Longevity/SHift Differential package

(3) Includes 8.0% wage, \$2,000 Longevity & .50/hour premium

** collective bargaining agreement not settled

Citing the above data, the Association asserts that even with all economic items awarded in its proposal, the bargaining unit still ranks 9th out of 10th in the relevant bench-mark group. Indeed, the Association notes that numerous jurisdictions make a vehicle available to employees, unlike the situation in Dubuque.

The Association further submits that other classifications in the bargaining unit (Cooks, Clerks, and Part-Time Employees) warrant a similar wage increase. To this end, the data support a wage increase.

The County maintains the Association's proposal is out-of-line with internal and external data. Other Dubuque settlements are reported in County Ex. 73 as follows:

Teamsters Local 421 (representing secondary road employees):

3.5% for FY 04
3.5% for FY 05
3.0% for FY 06

Teamsters Local 421 Courthouse/Library Employees:

3.5% FY 04
3.5% FY 05
3.0% FY 06

Assistant County Attorneys

2nd year of three-year contract
3.3% FY 04
3.5% FY 05

AFSCME Local 2843 representing Sunnycrest Manor employees:

2nd year of collective bargaining agreement
2.5% FY 04
2.0% FY 05
(with upgrades and reclassifications, this settlement came to 3.0% each year)

As noted, the internal data is important and supports the Administration's position.

Further supporting the Administration's position is a cost-out analysis of its proposals.

Computing increases in wages, health insurance, and estimates for sick-leave pay-outs (County Ex. 9), its proposal is much more reasonable cost-wise than the Association's (County Ex. 10).

Finally, a study of recent settlements indicates a wage increase less than 8.0%. The evidence record indicates settlements as follows: Polk County, 4.0% for FY 04 (third year of agreement); Scott, 4.0% for FY 04 (third year of agreement); Woodbury County, 3.5% for FY 04 (third year of agreement); Clinton County, .50/hr, a 2.68% increase for one year only; Johnson County, 1.75%, July 1, 2003, and 1.75% January 1, 2004; Story County, 2.5%, with wage and insurance reopened for second year; Linn County, 3.5% FY 04, 3.75% FY 05; Pottawattamie County (not settled); Black Hawk County (arbitration on April 18, 2003); City of Dubuque, 2.0% July 1, 2.0% January 1, increase in employee payment for health insurance (County Ex. 12).

The bottom line is that the internal and external comparables do not support an 8.0% across-the-board wage increase, especially with the current "Lexus" health insurance benefits available to this bargaining unit. For the above reasons, and applying the statutory criteria, I recommend the following wage allocation for the successor collective bargaining agreement:

4.0% FY 04

3.5% FY 05

3.5% FY 06

This is a higher allocation than that offered by the Administration, and modestly higher than the internals, but, in my opinion, absolutely justified by the evidence record.

* * *

Section C

The Association is proposing advancement on the step schedule occur at six-month intervals rather than at one year intervals.

The County is proposing current contract language, at one year intervals.

In view of my recommendations on other economic items, I recommend no change in Section C.

* * *

Section D

The Association is proposing permanent part-time employees advance to Step 2 after one continuous year of service and remain at that step.

The County is proposing current contract language, which requires permanent part-time employees to remain at Step 1.

D. In view of my recommendations on other economic items, I recommend no change in Section

* * *

Section E The Association is proposing language that assures six-month intervals on the step schedule after a promotion.

The County proposes current contract language which provides for advancement every year.

E. In view of my recommendation on other economic items, I recommend no change in Section

* * *

Section F The Association is proposing a change in the longevity schedule, as follows:

| | |
|----------|----------|
| 5 years | 500.00 |
| 10 years | 1,000.00 |
| 15 years | 1,500.00 |
| 20 years | 2,000.00 |
| 30 years | 3,000.00 |

The Association proposes that the County continue to pay longevity in one lump sum on the first payday after July 1st, as it has the past three years.

The County is proposing the current longevity schedule, which provides as follows:

| | |
|----------|--------|
| 12 years | 500.00 |
| 15 years | 700.00 |
| 20 years | 900.00 |

As noted by the Association, the average of the other nine (9) comparables that grant longevity is \$1,160. The high (Pottawattamie County) is \$2,880.00, while the low is \$374 (Scott County). The Association advances the better case when external data is examined. Their low wages relative to the comparative bench marks support some increase in longevity.

Accordingly, for the above reasons I recommend the Association's longevity schedule. This allocation will help reduce the disparity Dubuque finds itself in relative to the bench-mark counties.

* * *

Section G The Association is proposing an increase in the shift differential to \$.50/hour for second- and third-shift workers.

The County is proposing current contract language, which provides for a \$.30 shift differential.

I credit the Association's argument that, statically, it is more dangerous working second and third shifts relative to first shift. As such, I recommend the shift differential be set at .40/hr, which will place Dubuque more in line with the external comparables. Currently, five counties have higher rates than Dubuque, one at .50/hr, three at .40/hr, and one at .35/hr. Given the low levels of wages, the Association advances the better case for a modest increase in the differential.

* * *

5. Proposed New Article 39 – Educational Reimbursement

The Association's proposal is as follows:

Section A The Association proposes that the County reimburse employees taking college-level courses in law enforcement 75% of the cost of tuition, book, and any other materials.

Section B This section includes classes required as prerequisites for a criminal justice program.

Section C This section requires a "C" average, and sets a maximum for each employee of \$2,500 per year.

The County proposes the current language, which does not include an educational reimbursement provision.

I recommend the successor collective bargaining agreement contain a modest educational reimbursement provision, providing for up to \$1,000/year for tuition reimbursement only. Like many issues in this proceeding, the bargaining unit makes a valid case based on the external comparables. While \$1,000/year is modest relative to educational costs, the provision should serve as a partial incentive to secure an advanced degree in law-enforcement-related programs. I also recommend that the reimbursement language not be limited to "law enforcement" courses *per se*.

Rather, law-enforcement-related programs should be referenced (in my opinion), which could include the social sciences, such as psychology, sociology, forensic science, biology, etc., all relevant to law enforcement.

V. FACTFINDING RECOMMENDATIONS: SUMMARY

1. Article 10 – Workers' Compensation

The County's position is recommended, which is current contract language.

2. Article 19 -- Sick Leave

Section B. Sick-leave accumulation up to 1,250 hours

Section J. 150 hours of sick leave be paid to the employee upon retirement.

3. Article 26 – Vacation

Section A No change in the vacation schedule.

4. Article 29 – Wage Plan

Section A **4.0% FY 04** **3.5% FY 05** **3.5% FY 06**

Section C Current contract language, at one-year intervals.

Section D Current contract language, which requires permanent part-time employees to remain at Step 1.

Section E Current contract language which provides for advancement every year.

Section F I recommend a change in the longevity schedule, as follows:

| | |
|----------|----------|
| 5 years | 500.00 |
| 10 years | 1,000.00 |
| 15 years | 1,500.00 |
| 20 years | 2,000.00 |
| 30 years | 3,000.00 |

Section G An increase in the shift differential to \$.40/hour for second- and third-shift workers is recommended.

5. Proposed New Article 39 – Educational Reimbursement

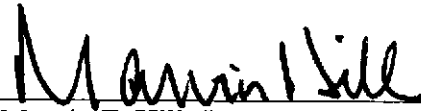
The successor collective bargaining agreement to include an educational reimbursement provision, limited to \$1,000/year for officers who elect law-enforcement-related courses.

Respectfully submitted, and
dated this 16th day of May,
2003, DeKalb, IL.



Marvin F. Hill, Jr.
Factfinder/Arbitrator

I certify that on Friday, the 16th day of May, 2003, I served the foregoing factfinding report upon each on the parties' representatives by personally mailing a copy to them at their respective addresses noted in the Appearance section of this award. I further certify that on Friday, the 16th day of May, 2003, I personally mailed a copy to Sue Bolte of the Iowa Public Employment Relations Board (PERB), 514 East Locust, Ste 202, Des Moines, IA, 50309.



Marvin F. Hill, Jr.
Factfinder/Arbitrator